

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 11/1/2012

Action Requested By:  
Administration

Agenda Item Type  
Select...

Subject Matter:

Consulting Agreement with Schrimsher Company

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Schrimsher Company.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: 89,900

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 11/1/2012

ROUTING SLIP  
CONTRACTS AND AGREEMENTS

**Council Meeting Date:** 11/1/2012

Phone # 427-5000

**Contract or Agreement:** **Consulting Agreement**

Document Name: Consulting Agreement with Schrimsher Company

**City Obligation Amount:** **89,900**

**Total Project Budget:**

**Uncommitted Account Balance:**




Account Number:

## Procurement Agreements

**Not Applicable**

### Grant-Funded Agreements

**Grant Name:**

Department	Signature	Date
1) Originating		
2) Legal		11-1-12
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 coples)		

**RESOLUTION NO. 12-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Consulting Agreement between the City of Huntsville and Schrimsher Company, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SCHRIMSHER COMPANY," consisting of three (3) pages and the date of November 1, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 1st day of November, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 1st day of November, 2012.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**CONSULTING AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND SCHRIMSHER COMPANY**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND SCHRIMSHER COMPANY**

**THIS AGREEMENT** is made and entered into on the 1st day of November, 2012, by and between Schrimsher Company, ("Schrimsher") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Schrimsher, through the services of its employee, Kelly C. Schrimsher, shall serve as a Consultant to the Mayor's Office and shall provide professional services in the position of Communications Consultant. The scope of services to be performed by Schrimsher include assisting the Mayor in coordinating activities related to public communication and public information, assisting in the coordination of operations and planning for the Mayor's Office and ensuring timely flow of information to and from the Mayor's Office. Schrimsher's duties as Communications Consultant shall further include the following:

- Developing and implementing complex comprehensive communications programs and activities in the Mayor's Office.
- Planning and executing special events.
- Representing the Mayor in presentations to local civic, school and professional groups.
- Representing the Mayor at local, regional and national industry conferences and trade shows.
- Creating and executing special initiatives for the City of Huntsville in support of City departments.
- Conducting research to support initiatives of the Mayor and departments.
- Providing communication support to the Mayor's Office in intergovernmental initiatives at local, state and federal level.
- Publicizing and promoting industrial recruitment and economic development initiatives of the City.
- Planning, developing, coordinating and executing comprehensive communications programs.
- Creating and executing public information (publications/videos) for City departments.
- Preparing press releases from the Mayor's Office, preparing program announcements and arranging press conferences.
- Responding to information requests from local and trade media.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama  
Date: November 1, 2012

- Providing input to the Finance Department in preparation of the annual State of the City Report and budget message.
- Advising and assisting City departments in developing a capital improvements pamphlet, a guide to City government and other pamphlets.
- Coordinating and executing development of community and youth councils.
- Being responsible for and maintaining the operation of the City Hall TV Channel and web page.

2. Schrimsher is hereby employed as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall it be entitled to any benefits of any kind while working for the City. Schrimsher is not deemed an employee of the City. During the term of this agreement, Schrimsher shall report to the Mayor.

3. The term of this contract shall be for a period of twelve months commencing on November 2, 2012.

4. This contract may be terminated by either party upon fourteen (14) days written notice being provided to the other party.

5. During the term of this contract, Schrimsher shall establish office hours at the City's Administration Building to be approved by the Mayor. Schrimsher shall be paid a fee of Eighty-nine Thousand Nine Hundred Dollars (\$89,900.00) annually. Because Schrimsher shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to Schrimsher any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Schrimsher expressly acknowledges and agrees that Schrimsher is solely responsible for the payment of all income and other taxes for sums received by Schrimsher pursuant to this Agreement. Schrimsher shall invoice the City monthly for payment for services rendered pursuant to this Agreement. The City will remit payment to Schrimsher in a timely manner upon its receipt of an invoice.

6. During the term of this Agreement, the City shall provide Schrimsher office space in the City's Administration Building, office furniture, access to computer and telephone service, and a parking space at a location determined by the City's Director of Parking and Public Transit. The City shall also provide mileage reimbursement to Schrimsher for travel by Kelly C. Schrimsher in her personal vehicle. Reimbursement shall be at the Internal Revenue Service rate in effect at the time the travel is incurred.

7. Schrimsher shall be responsible for insuring that Kelly C. Schrimsher maintains automobile liability insurance on any vehicle owned or leased by Kelly C. Schrimsher and used while performing services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence. The said insurance shall be written so as to cover Kelly C. Schrimsher when she is performing the services set forth in this agreement.

8. Schrimsher acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to Kelly C. Schrimsher in connection with her work pursuant to this agreement. Schrimsher agrees that neither it, nor Kelly C. Schrimsher shall disclose the confidential information to any third party at any time

following execution of this agreement. This clause shall survive the termination of this agreement.

9. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

**SCHRIMSHER COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_

Tommy Battle

ITS: Mayor

ATTEST:

BY: \_\_\_\_\_

Charles E. Hagood

ITS: Clerk-Treasurer